



University of Venda

Return fully completed Acknowledgement of debt form and supporting documents to AoDstudentfin@univen.ac.za

Carefully read the 2021 Registration Guidelines as its applicable to you in ensuring that you duly complete the AoD form

Supporting documents required are as follows:

- Certified copy of student ID
- Certified copy of living parents and or guardian and in case of deceased matter a certified copy of death certificate
- In case where living parents and or guardian are not the ones responsible for the fees, certified copy of surety Identity Document
- "Surety being the person who will pay your fees in case you fail to honour your promise to settle your outstanding debts"

Your application will be rendered null and void if the above is not furnished as described.

Hope you will find the above in order

Student Debt Management

A handwritten signature in black ink, appearing to be 'M. M. M.', enclosed in a large, loopy oval.



University of Venda

ACKNOWLEDGEMENT OF DEBT

Return AoD and all supporting documents to AoDstudentfin@univen.ac.za

I, the undersigned (full names)

----- (Student NO :-----)

ID NO: -----

1. Postal Address:

2. Physical Address:

Student Cell No: -----

Parent / Guardian Cell No: -----

Email address: -----

In my personal capacity (hereinafter referred to as “the Debtor”) do hereby admit that I am liable and hold myself bound to the:

UNIVERSITY OF VENDA

(Hereinafter referred to as the Creditor)

1

In the sum of R-----being the outstanding fees for 2019 academic year and/or any other period incidental thereto.

2

The debtor agrees and undertakes to pay an upfront payment of R5,000 plus % of outstanding debt as per prescribed guideline to an amount of R -----prior 2021 registration. Proof of payment is attached.

3

The debtor agrees and undertakes to pay the remaining portion of outstanding fees together with 2021 fees in line with University policy.

4

The Debtor acknowledges that should the creditor establish any other liability against him/her, it will pursue the matter by way of legal action, and to this extent all its rights are reserved.

5

The Debtor further acknowledges that should anticipation for funding fail to materialise, he/she will be fully liable for the debt and must immediately make arrangements to settle debt to avoid deregistration of the program.

6

Nothing herein contained shall be interpreted as precluding the debtor from accelerating any repayments due in respect of the debt, or from repaying the same in full at any time prior to the due date of repayment.

7

In the event of:

- 7.1 The debtor failing to make payment as aforesaid;
- 7.2 The debtor’s death;
- 7.3 The debtor breaching any term or condition of this acknowledgement of debt.

Then the full balance of the capital debt and costs owing will immediately become due and payable, the creditor shall be entitled to proceed against the debtor for that amount, without further notice to the debtor, alternatively to obtain an emoluments attachment order and the debtor consent to such an order.

8

The debtor hereby agrees to effect payment of all legal fees incurred by the creditor in connection with any legal action instituted by the creditor in terms hereof, including but not limited to the costs of drawing this acknowledgment of debt, revenue stamps thereof and collection commissions, if any, on the scale as between attorney and client.

9

Unless notified to the contrary in writing (such notice to be addressed to the debtor at his or her chosen *domicillium citandi et executandi*) by the creditor.

10

The debtor chooses *domicillium citandi et executandi* at:

Postal Address:	Physical Address:
Private Bag X 5050 Thohoyandou 0950	University Road Thohoyandou Limpopo 0950

11

Any notices which the creditor may wish or be required to give the debtor shall be validly given in writing and sent by prepaid registered mail or delivered by hand to the debtor at his or her chosen *domicillium citandi et executandi* as set out in clause 7 (seven) above.

12

The debtor hereby consents to the creditor, at its sole discretion, to institute any legal proceedings against the debtor herein in any Magistrate' Court having jurisdiction.

13

- 13.1. No relaxation of the terms hereof, indulgences, extensions of the time or consent granted by the creditor or its attorney or agent shall constitute a variation or novation of the terms or conditions hereof, or a waiver or estoppel of the creditor's rights herein.
- 13.2. This acknowledgment contains the entire undertaking by the debtor to the creditor regarding the subject matter of this acknowledgement and any promises, undertaking, representations or warranties alleged at any time by the debtor, ought to have been made by or on behalf of the creditor, that are not contained herein shall not bind or be enforceable against the creditor in any manner whatsoever.

13.3. Save where the creditor is entitled as herein provided to vary the terms hereof, no amendments or modifications or waivers of all or any of the terms or conditions of this acknowledgment shall be of any force and effect unless consented to before-hand in writing by the creditor.

14

The debtor hereby consents and agrees that should he /she fail to make payment in terms hereof the creditor may, in its sole discretion and without any notice to the debtor,

Withhold the student’s academic results and degree certificate until the full outstanding amount is fully paid, further to this the creditor may apply for:

14.1.1. Judgement for the amount of the outstanding balance or the debtor’s entire indebtedness in terms hereof, together with the costs, interest and the cost of a request for judgement; and

14.1.2. An order for payment thereof in accordance with the terms of this acknowledgment.

15

I the undersigned,of ID no..... ("the surety"), do hereby bind myself as a surety for and co-principal debtor in solidum with the debtor..... of student numberNotwithstanding anything to the contrary contained herein, my liability in terms of this agreement shall at all times be limited to a maximum sum of R..... ("capital"). I admit and agree that I shall be bound by all admissions and acknowledgements of indebtedness made or given at any time by the debtor to the creditor now or in the future in regard to any obligation or liability for which this agreement is given.

SIGNED at THOHOYANDOU on this date.....of20 in the presence of the undersigned witnesses:

.....
STUDENT SIGNATURE (debtor)

.....
PARENT/GUARDIAN (surety principal debtor)

WITNESS: 1.....

WITNESS: 1.

2.....

2.